

Exhibit E

FILED
Superior Court of California
County of Placer

DEC 31 2014

Jake Chatters
Executive Officer & Clerk
By N. Phelps, Deputy

1 Stephen L. Schirle (Bar No. 96085)
2 Cesar V. Alegria, Jr. (Bar No. 145625)
3 PACIFIC GAS AND ELECTRIC COMPANY
P.O. Box 7442
4 San Francisco, CA 94120

5 DIRECT CORRESPONDENCE TO:

6 SEDGWICK LLP
7 STEVEN D. ROLAND (Bar No. 108097)
RANDALL G. BLOCK (Bar No. 121330)
GAIL E. KAVANAGH (Bar. No. 154705)
333 Bush Street, 30th Floor
8 San Francisco, CA 94104
Telephone: (415) 781-7900
Facsimile: (415) 781-2635

9
10 Attorneys for Plaintiff
PACIFIC GAS AND ELECTRIC COMPANY

11
12 SUPERIOR COURT OF THE STATE OF CALIFORNIA
13 FOR THE COUNTY OF PLACER

14 PACIFIC GAS AND ELECTRIC
15 COMPANY, a California corporation,

16 Plaintiff,
17 vs.
18 BASELINE P&R, LLC, a California
limited liability company; EARL
CONLEY; AGNES CONLEY; DOES 1
19 through 30, inclusive; and ALL PERSONS
UNKNOWN CLAIMING AN INTEREST
20 IN THE PROPERTY DESCRIBED IN
THE COMPLAINT,

21 Defendants.
22
23
24 Plaintiff PACIFIC GAS AND ELECTRIC COMPANY ("PG&E") alleges as follows:
25
1. PG&E is, and at all times herein mentioned was, a public utility and a corporation
duly organized and existing under and by virtue of the laws of the State of California with its
26 principal place of business in the City and County of San Francisco, State of California.
27
2. PG&E is informed and believes that Baseline P&R, LLC is the fee title owner of
28

By Eak

Sedgwick

1 the property at issue herein, located in the County of Placer, State of California, designated as
2 Assessor Parcel Numbers 017-151-044, 017-151-045, and 017-151-046 (formerly 017-150-082,
3 017-150-087, and 017-150-088) ("the Property").

4 3. PG&E is informed and believes that Earl Conley and Agnes Conley have or claim
5 an easement interest in the Property.

6 4. PG&E also names as defendants all persons unknown and claiming an interest in
7 the Property.

8 5. PG&E does not know the true names and capacities of DOES 1 to 30, inclusive,
9 nor the interests they have or claim to have in the Property. PG&E will ask leave to amend this
10 complaint to show the true names and capacities of said Does where ascertained.

11 6. To meet growing demand for natural gas within the Sacramento Valley region,
12 improve public safety, ensure reliability, and increase automation of its natural gas delivery
13 system, PG&E intends to construct and operate two major new gas transmission pipelines -- Line
14 406 and Line 407 -- consisting of approximately 44 miles of 30-inch pipeline (the "Project").
15 The Project also includes the construction of above ground facilities.

16 7. The Project crosses California's Central Valley in the counties of Yolo, Sutter,
17 Sacramento and Placer, serving some of the highest growth counties in California, with the
18 majority of projected new consumers located in this region.

19 8. The first phase of the Project, Line 406, consisted of approximately 14 miles of
20 pipeline for which land rights were acquired and construction was completed during 2011.

21 9. Construction of the Line 407 segment of the Project is planned to start during
22 early 2016. Line 407 will extend from Line 406 and Line 172A in the town of Yolo, east to Line
23 123 in Roseville. The Line 407 portion of the Project will provide major reinforcement to the
24 Sacramento Valley region by establishing an inter-tie from the backbone pipeline system, Line
25 400 and Line 401, into the local gas transmission system (Line 123). As the Sacramento Valley
26 region reaches its capacity limits in 2017, the Project will add critical transmission capacity and
27 allow PG&E reliably to meet customer demands under conditions involving the highest demand
28 for natural gas, including Abnormal Peak Day ("ADP") and Cold Winter Day ("CWD")

1 conditions beginning in the 2017/2018 heating season and continuing thereafter. The new lines
2 will also improve public safety, ensure reliability, and increase automation of the natural gas
3 delivery system.

4 10. PG&E complied with an extensive CEQA permitting process and obtained the
5 authorization necessary for construction of the Project by the Lead Agency overseeing the
6 Project, the California State Lands Commission. The State Lands Commission issued its
7 Amended Final EIR for the Project on November 16, 2009. The approval was issued after years
8 of applications, review, public comment, and public hearings. PG&E has acquired or will have
9 acquired all necessary permits and approvals from the agencies listed below before Project
10 construction commences:

11 • California State Lands Commission
12 • National Oceanic and Atmospheric Administration
13 • Army Corps of Engineers
14 • United State Fish and Wildlife Services
15 • California Department of Fish and Game (fully approved and permitted).

16 11. PG&E seeks to acquire by eminent domain for the Project the following property,
17 property rights and property interests (collectively, "Property Interests") in the Property:

18 (a) To excavate for, install, replace (of the initial or any other size), maintain
19 and use such pipelines as PG&E shall from time to time elect for conveying gas, with necessary
20 and proper valves and other appliances and fittings, and devices for controlling electrolysis for
21 use in connection with said pipelines, and such underground wires, cables, conduits, appliances,
22 fixtures and appurtenances, as PG&E shall from time to time elect for communication purposes,
23 together with adequate protection therefor, and also a right of way, within the hereinafter
24 described easement area situated in the County of Placer, State of California, described in
25 Exhibit "A", and shown on Exhibit "B", which Exhibits "A" and "B" are incorporated herein
26 as though set forth in full by this reference (hereinafter, the "Pipeline Easement").

27 (b) the right of ingress to and egress from the Pipeline Easement over and
28 across the Property by means of roads and lanes thereon, if such there be, otherwise by such

1 route or routes as shall occasion the least practicable damage and inconvenience to Defendants,
2 provided, that such right of ingress and egress shall not extend to any portion of the Property
3 which is isolated from the Pipeline Easement by any public road or highway, now crossing or
4 hereafter crossing the Property.

5 (c) The right from time to time to trim and to cut down and clear away or
6 otherwise destroy any and all trees and brush now or hereafter on the Pipeline Easement, and to
7 trim and to cut down and clear away any trees on either side of the Pipeline Easement which now
8 or hereafter in the opinion of PG&E may be a hazard to the facilities installed hereunder by
9 reason of the danger of falling thereon, or may interfere with the exercise of PG&E's rights
10 hereunder; provided, however, that all trees which PG&E is hereby authorized to cut and
11 remove, if valuable for timber or wood, shall continue to be the property of Defendants, but all
12 branches, brush, and refuse wood shall be burned, removed, or chipped and scattered, by PG&E.

13 (d) The right to use such portion of the Property contiguous to the Pipeline
14 Easement as may be reasonably necessary in connection with the installation and replacement of
15 said facilities.

16 (e) The rights to install, maintain and use gates in all fences which now cross
17 or shall hereafter cross the Pipeline Easement.

18 (f) The right to mark the location of the Pipeline Easement by suitable
19 markers set in the ground; provided that said markers shall be placed in fences or other locations
20 which will not interfere with any reasonable use Defendants shall make of the Pipeline
21 Easement.

22 (g) The temporary right to use for working strips and laydown and staging
23 areas, including the right to place and operate construction equipment thereon, the areas shown
24 in **Exhibit C**, which is incorporated herein by this reference.

25 (h) The Property Interests are fully described in the Easement Deed and
26 Temporary Construction Easement, **Exhibits D and E** respectively, and incorporated herein by
27 this reference.

28 12. A map showing the Property and its relationship to the Project is attached as

1 Exhibit F.

2 13. PG&E is, and at all times mentioned herein has been, authorized to exercise the
3 power of eminent domain to acquire property for public use under the statutory authority set
4 forth in Public Utilities Code section 613 and Code of Civil Procedure sections 1230.010 *et seq.*
5 and 1240.010 *et seq.*, and also under the California Constitution, Article I, Section 19. Exercise
6 of this power is proper in this case for the following reasons:

7 (a) The public interest and necessity require construction and operation of the
8 Project to provide natural gas to the service area in which the Project is located.

9 (b) The Project is planned and located in the manner that will be most
10 compatible with the greatest public good and least private injury.

11 (c) The Property Interests are necessary for the Project.

12 14. PG&E has attempted without success to negotiate the purchase of the Property
13 Interests. In addition, PG&E has offered to pay the reasonable costs, not to exceed five thousand
14 dollars (\$5,000), of an independent appraisal ordered by the owner, and conducted by an
15 appraiser licensed by the Office of Real Estate Appraisers, as required under Code of Civil
16 Procedure section 1263.025.

17 **WHEREFORE**, PG&E prays judgment that:

18 1. The Property Interests be condemned to PG&E's use for the purposes set forth in
19 this Complaint;

20 2. Defendants be required to set forth the nature of their title, interest and claim in
21 and to the lands herein sought to be condemned, and that the same be determined by this Court
22 and condemned to PG&E's use;

23 3. Just compensation for such taking and any damages or benefits incidental thereto
24 be ascertained, assessed and awarded as provided by law;

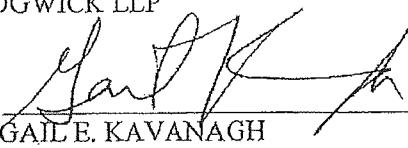
25 4. The reasonable value of all liens and encumbrances, if any, against the Property
26 be ascertained, deducted from said judgment and be ordered paid to the persons thereunto
27 entitled; and

28 ///

1 5. Such other and further relief as the Court may deem proper.
2
3
4

5 DATED: December 29, 2014
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

SEDGWICK LLP

By: 

GAIL E. KAVANAGH
Attorneys for Plaintiff
PACIFIC GAS AND ELECTRIC COMPANY

Sedgwick

19751359v1

-6-

COMPLAINT IN EMINENT DOMAIN

Exhibit A

LD 2111-05-0106
2008090 (JCN 06-05-033) 9-08 3
Line 407 - Phase 1

EXHIBIT "A"

PIPELINE EASEMENT

LANDS:

The three parcels of land, (1) described and designated as RESULTANT PARCEL 2 in the deed from Baseline 80 Investors, LLC and Baseline P&R, LLC to Baseline P&R, LLC dated February 12, 2014 and recorded as Document Number 2014-0010533-00, Official Records of Placer County, State of California and (2) described and designated as RESULTANT PARCEL 3 in the deed from Baseline P&R, LLC to Baseline P&R, LLC dated February 12, 2014 and recorded as Document Number 2014-0033001-00, Official Records of said Placer County and (3) described and designated as RESULTANT PARCEL 4 in the deed from Baseline P&R, LLC to Baseline P&R, LLC dated February 12, 2014 and recorded as Document Number 2014-0010535-00, Official Records of said Placer County.

EASEMENT

A strip of land being the uniform width of 50 feet extending from the westerly boundary line of said RESULTANT PARCEL 2 in the deed dated February 12, 2014 to the easterly boundary line of said RESULTANT PARCEL 4 in the deed dated February 12, 2014, lying 25.00 feet on each side of the line described as follows:

Beginning at a point in the westerly boundary line of said RESULTANT PARCEL 2 in the deed dated February 12, 2014 and running thence
(1) north 89° 46' 40" east approximately 1328.66 feet; thence
(2) north 86° 39' 49" east 198.32 feet; thence
(3) north 89° 50' 36" east 738.30 feet
to a point which bears north 70°48'19" east 401.12 feet from a railroad spike marking the center line of Watt Avenue as shown on Record of Survey No. 2600 dated May 2004, and filed for record in Book 18 of Surveys at page 55, Placer County Records; thence
(4) south 85° 23' 35" east 132.49 feet; thence
(5) north 89° 59' 49" east 1303.39 feet; thence
(6) north 89° 06' 20" east 284.63 feet; thence
(7) north 86° 35' 58" east 180.28 feet; thence
(8) north 89° 46' 45" east 694.59 feet; thence
(9) south 85° 27' 25" east 120.42 feet; thence
(10) north 89° 47' 56" east approximately 1357.59 feet

to the easterly boundary line of said RESULTANT PARCEL 4 in the deed dated February 12, 2014.

Containing 7.235 acres of land more or less.

The Basis of Bearings for this description is geodetic north derived from California State Plane Coordinates, CCS83, Zone 2. To obtain grid bearings, rotate the bearings shown hereon by $00^{\circ}01'51.6''$ counterclockwise. To obtain grid distances, multiply the distances shown hereon by 0.99990656. All units are U.S. Survey Feet.

Prepared By:
R.E.V. Engineers, Inc.

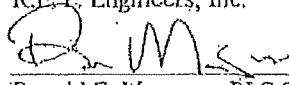
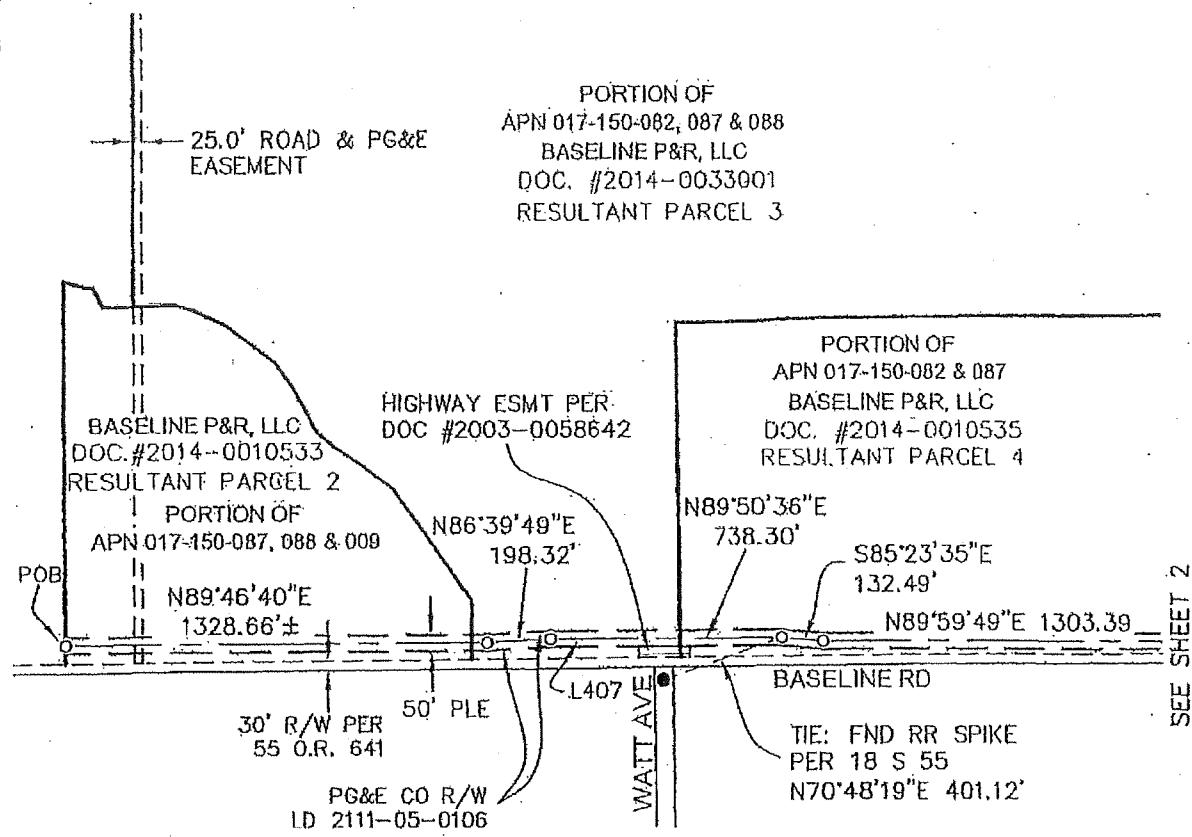

Ronald E. Monsour, PLS 8474 Date: 2/26/14



Exhibit B

UNINCORPORATED
PLACER COUNTY
T.11N., R.5E., S. 34 & 35 M.D.B.&M.



EASEMENT INFORMATION

PIPELINE EASEMENT AREA = 7.235 ACRES +/-

BASIS OF BEARINGS

THE BASIS OF BEARINGS FOR THIS DESCRIPTION IS GEODEMIC NORTH DERIVED FROM CALIFORNIA STATE PLANE COORDINATES, CCC83, ZONE 2. TO OBTAIN GRID BEARINGS, ROTATE THE BEARINGS SHOWN HEREON BY 0°01'51.6" COUNTERCLOCKWISE. TO OBTAIN GRID DISTANCES, MULTIPLY THE DISTANCES SHOWN HEREON BY 0.99990656. ALL UNITS ARE U.S. SURVEY FEET.



SCALE: 1"=500'

POB - POINT OF BEGINNING
PLE - PIPELINE EASEMENT



Scale: 1"=500'
Date 8.19.14
Drawn By: RM
Checked By: JB

EXHIBIT "B"
PIPELINE EASEMENT
LINE 407 ON BASELINE P&R, LLC
PACIFIC GAS AND ELECTRIC COMPANY
SACRAMENTO CAL.



J.C.N.	06-05-033
REG.	NORTHERN
PROJECT AUTH.	30603988
SHEET NO.	1 OF 2
DRAWING NUMBER	CHANGE

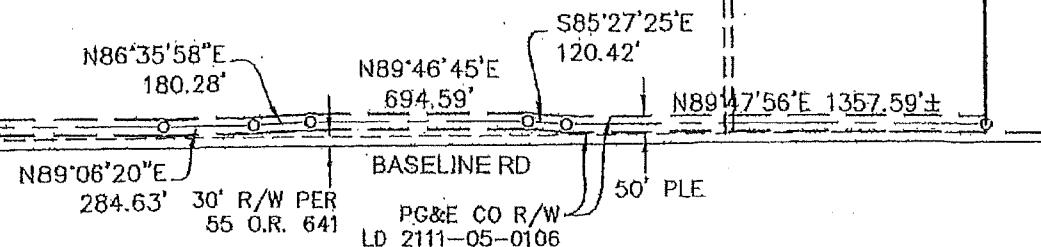
UNINCORPORATED
PLACER COUNTY
T.11N., R.5E., S. 34 & 35 M.D.B.&M.

PORTION OF
APN 017-150-082, 087 & 088
BASELINE P&R, LLC
DOC. #2014-0033001
RESULTANT PARCEL 3

PORTION OF
APN 017-150-082 & 087
BASELINE P&R, LLC
DOC. #2014-0010535
RESULTANT PARCEL 4

25' ROAD & UTILITY
EASEMENT PER
2989 O.R. 335

SEE SHEET 1



EASEMENT INFORMATION

EASEMENT NO. 1 AREA = 7.235 ACRES +/-

BASIS OF BEARINGS

THE BASIS OF BEARINGS FOR THIS DESCRIPTION IS GEODETIC NORTH DERIVED FROM CALIFORNIA STATE PLANE COORDINATES, CCS83, ZONE 2. TO OBTAIN GRID BEARINGS, ROTATE THE BEARINGS SHOWN HEREON BY 0°01'51.6" COUNTERCLOCKWISE. TO OBTAIN GRID DISTANCES, MULTIPLY THE DISTANCES SHOWN HEREON BY 0.99990656. ALL UNITS ARE U.S. SURVEY FEET.



SCALE: 1"=500'

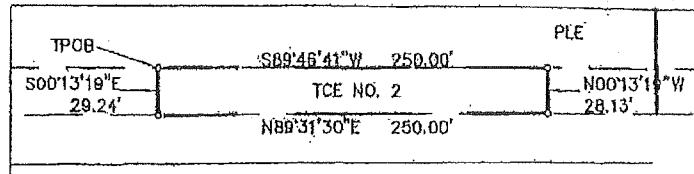
POB - POINT OF BEGINNING
PLE - PIPELINE EASEMENT

REY. ENGINEERS, INC. CIVIL ENGINEERS SURVEYORS 2417 PINE ST. SACRAMENTO, CA 95814 (916) 445-0000	EXHIBIT "B" PIPELINE EASEMENT LINE 407 ON BASELINE P&R, LLC PACIFIC GAS AND ELECTRIC COMPANY SACRAMENTO CAL.	J.C.N. 06-05-033 REG. NORTHERN PROJECT AUTH. 30503088 SHEET NO. 2 OF 2 DRAWING NUMBER 17-150-082, 087, 088 PLE CHANGE
Scale: 1"=500' Date 8.19.14 Drawn By RM Checked By JB		

Exhibit C

UNINCORPORATED
PLACER COUNTY
T.11N., R.5E., S. 34 & 35 M.D.B.&M.

DETAIL "A" 1"=100'



25.0' ROAD & PG&E
EASEMENT
||
|| BASELINE P&R, LLC
|| DOC. #2014-0010533
|| RESULTANT PARCEL 2
|| PORTION OF
|| APN 017-150-087, 088 & 009
||
|| LD 2111-05-0107
|| 50' TCE NO. 1

BASELINE P&R, LLC
DOC. #2014-0033001
RESULTANT PARCEL 3
PORTION OF
APN 017-150-082, 087 & 088

HIGHWAY ESMT PER
INST. No. 2003-0058642

50' PLE

N89°46'40"E 1208.98'
S89°46'40"W 1208.63'

30' R/W PER
55 O.R. 641

BASELINE RD

LD 2111-05-0107
TCE NO. 2
SEE DETAIL "A"

SEE SHEET 2

EASEMENT INFORMATION

TCE NO. 1	AREA = 1.388 ACRES +/-
TCE NO. 2	AREA = 0.165 ACRES +/-
TCE NO. 3	AREA = 2.688 ACRES +/-
TCE NO. 4	AREA = 0.200 ACRES +/-

BASIS OF BEARINGS

THE BASIS OF BEARINGS FOR THIS DESCRIPTION IS GEODETIC NORTH
DERIVED FROM CALIFORNIA STATE PLANE COORDINATES, CCSB3, ZONE
2. TO OBTAIN GRID BEARINGS, ROTATE THE BEARINGS SHOWN
HEREON BY 0°01'51.6". COUNTERCLOCKWISE. TO OBTAIN GRID
DISTANCES, MULTIPLY THE DISTANCES SHOWN HEREON BY 0.99990666. PLE - PIPELINE EASEMENT
ALL UNITS ARE U.S. SURVEY FEET.



SCALE: 1"=300'

ALL UNITS ARE U.S. SURVEY FEET
TCE - TEMPORARY CONSTRUCTION EASEMENT

REY ENGINEERS, INC
GEOPHYSICAL SURVEYS
AEROPHOTOGRAMS
LAND SURVEYS
MAPPING



Scale: 1"=300'
Date 8.19.14
Drawn By RM
Checked By JB

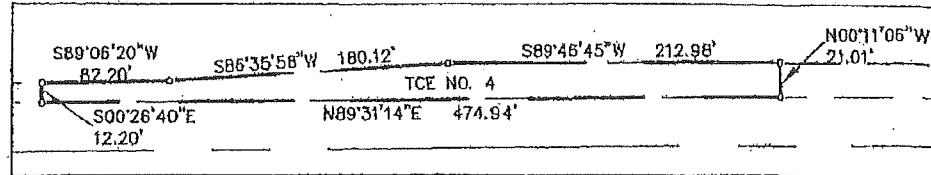
EXHIBIT "A"
TEMPORARY CONSTRUCTION EASEMENT
LINE 407 ON BASELINE P&R, LLC
PACIFIC GAS AND ELECTRIC COMPANY
SACRAMENTO CAL.



J.C.N.	08-05-033
REC.	NORTHERN
PROJECT AUTH.	30603988
SHEET NO.	1 OF 2
DRAWING NUMBER	CHANGE

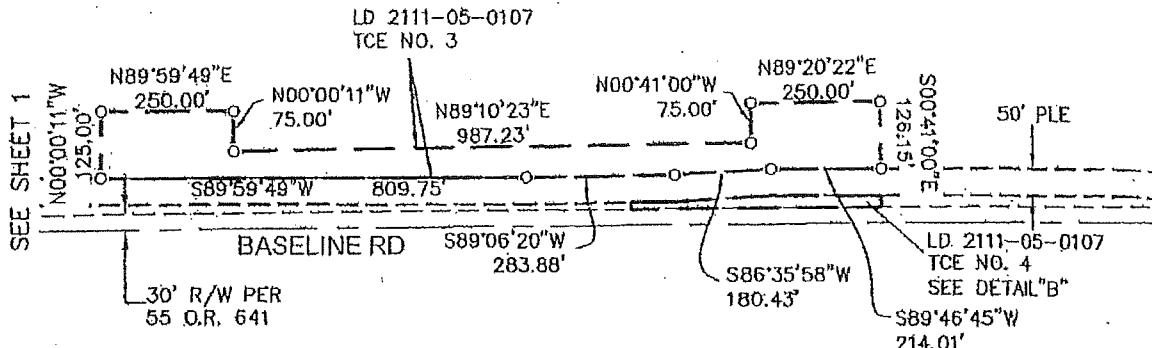
UNINCORPORATED
PLACER COUNTY
T.11N., R.5E., S: 34 & 35 M.D.B.&M.

DETAIL "B" 1"=100'



BASELINE P&R, LLC
DOC. #2014-0010535
RESULTANT PARCEL 4

PORTION OF
APN 017-150-082 & 087



EASEMENT INFORMATION

TCE NO. 1	AREA = 1.388 ACRES +/-
TCE NO. 2	AREA = 0.165 ACRES +/-
TCE NO. 3	AREA = 2.688 ACRES +/-
TCE NO. 4	AREA = 0.200 ACRES +/-

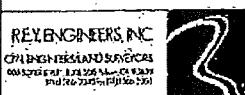
BASIS OF BEARINGS

THE BASIS OF BEARINGS FOR THIS DESCRIPTION IS GEODETIC NORTH DERIVED FROM CALIFORNIA STATE PLANE COORDINATES, CCS83, ZONE 2. TO OBTAIN GRID BEARINGS, ROTATE THE BEARINGS SHOWN HEREON BY 0°01'51.6" COUNTERCLOCKWISE. TO OBTAIN GRID DISTANCES, MULTIPLY THE DISTANCES SHOWN HEREON BY 0.99990656. ALL UNITS ARE U.S. SURVEY FEET.



SCALE: 1"=300'

PLE - PIPELINE EASEMENT
TCE - TEMPORARY CONSTRUCTION EASEMENT



Scale: 1"=300'
Date 8.19.14
Drawn By RM
Checked By JB

EXHIBIT "A"
TEMPORARY CONSTRUCTION EASEMENT
LINE 407 ON BASELINE P&R, LLC
PACIFIC GAS AND ELECTRIC COMPANY
SACRAMENTO CAL.



J.C.N.	06-05-033
REG.	NORTHERN
PROJECT AUTH.	30603988
SHEET NO.	2 OF 2
DRAWING NUMBER	CHANGE

Exhibit D

RECORDING REQUESTED BY AND RETURN TO:

*PACIFIC GAS AND ELECTRIC COMPANY
245 Market Street, N104, Room 1015
P.O. Box 770000
San Francisco, California 94177*

Location: City/Uninc _____

Recording Fee \$ _____

Document Transfer Tax \$ _____

This is a conveyance where the consideration and
Value is less than \$100.00 (R&T 11911).
 Computed on Full Value of Property Conveyed, or
 Computed on Full Value Less Liens
& Encumbrances Remaining at Time of Sale

Signature of declarant or agent determining tax

(SPACE ABOVE FOR RECORDER'S USE ONLY)

LD 2111-05-0106

EASEMENT DEED

2008090 (06-05-033) 09 08 5

LINE 407 PHASE 1

BASELINE P & R, LLC, a California limited liability company

hereinafter called Grantor, in consideration of value paid by PACIFIC GAS AND ELECTRIC COMPANY, a California corporation, hereinafter called PG&E, the receipt whereof is hereby acknowledged, hereby grants to PG&E the right at any time, and from time to time, to excavate for, install, replace (of the initial or any other size), maintain and use such pipe lines as PG&E shall from time to time elect for conveying gas, with necessary and proper valves and other appliances and fittings, and devices for controlling electrolysis for use in connection with said pipe lines, and such underground wires, cables, conduits, appliances, fixtures and appurtenances, as PG&E shall from time to time elect for communication purposes, together with adequate protection therefor, and also a right of way, within the hereinafter described easement area lying within Grantor's lands which are situated in the county of Placer, state of California, said lands and easement area being described in EXHIBIT "A" and shown on EXHIBIT "B" attached hereto and made a part hereof.

(Portions of APN 017-150-082, 017-150-087, 017-150-088, 017-150 009)

Grantor further grants to PG&E:

(a) the right of ingress to and egress from said easement area over and across said lands by means of roads and lanes thereon, if such there be, otherwise by such route or routes as shall occasion the least practicable damage and inconvenience to Grantor, provided, that such right of ingress and egress shall not extend to any portion of said lands which is isolated from said easement area by any public road or highway, now crossing or hereafter crossing said lands;

(b) the right from time to time to trim and to cut down and clear away or otherwise destroy any and all trees and brush now or hereafter on said easement area and to trim and to cut down and clear away any trees on either side of said easement area which now or hereafter in the opinion of PG&E may be a hazard to the facilities installed hereunder by reason of the danger of falling thereon, or may interfere with the exercise of PG&E's rights hereunder; provided, however, that all trees which PG&E is hereby authorized to cut and remove, if valuable for timber or wood, shall continue to be the property of Grantor, but all branches, brush, and refuse wood shall be burned, removed, or chipped and scattered by PG&E;

(c) the right to use such portion of said lands contiguous to said easement area as may be reasonably necessary in connection with the installation and replacement of said facilities;

(d) the right to install, maintain and use gates in all fences which now cross or shall hereafter cross said easement area; and

(e) the right to mark the location of said easement area by suitable markers set in the ground; provided that said markers shall be placed in fences or other locations which will not interfere with any reasonable use Grantor shall make of said easement area.

PG&E hereby covenants and agrees:

(a) not to fence said easement area;

(b) to promptly backfill any excavations made by it on said easement area and repair any damage it shall do to Grantor's private roads or lanes on said lands; and

(c) to indemnify Grantor against any loss and damage which shall be caused by any wrongful or negligent act or omission of PG&E or of its agents or employees in the course of their employment, provided, however, that this indemnity shall not extend to that portion of such loss or damage that shall have been caused by Grantor's comparative negligence or willful misconduct.

Grantor reserves the right to use said easement area for purposes which will not interfere with PG&E's full enjoyment of the rights hereby granted; provided that Grantor shall not erect or construct any building or other structure, or drill or operate any well, or construct any reservoir or other obstruction within said easement area, or diminish or substantially add to the ground cover over said facilities, or construct any fences that will interfere with the maintenance and operation of said facilities. No trees or vines will be planted, or associated supporting structures will be located, within 10 feet of the centerline of the pipeline(s) within the easement area.

The provisions hereof shall inure to the benefit of and bind the successors and assigns of the respective parties hereto, and all covenants shall apply to and run with the land.

Dated _____, 20____.

Baseline P & R, LLC, a California limited liability company

By _____

By _____

Area: 6

Land Service Office: Sacramento

Operating Department: Gas Transmission

USGS location: T11N, R5E, MDM, S 1/4 SEC 35, E 1/4 of SE 1/4 SEC 34

FERC License Number(s): N/A

PG&E Drawing Number(s): N/A

PLAT NO. N/A

LD of any affected documents: N/A

LD of any Cross-referenced documents: N/A

TYPE OF INTEREST: 05, 52

SBE Parcel Number: N/A

(For Quitclaims, % being quitclaimed) N/A

PM #: 30682530

JCN: 06-05-033

County: Placer

Utility Notice Numbers: N/A

851 Approval Application No. N/A Decision _____

Prepared By: R.E.Y. Engineers, Inc.

Checked By: BCS6

Revision Number: 4

Ver2 Added planting clause, 2/22/10 BCS

Ver3 Edited for new APN's and update doc, 5/6/13 BCS

Ver4 Edit for Lot Line Adjustment, 8/25/14 BCS

Ver5 Edit area 10/9/14 BCS

LD 2111-05-0106
2008090 (JCN 06-05-033) 9 08 3
Line 407 - Phase 1

EXHIBIT "A"

Pipeline Easement

LANDS:

The three parcels of land, (1) described and designated as RESULTANT PARCEL 2 in the deed from Baseline 80 Investors, LLC and Baseline P&R, LLC to Baseline P&R, LLC dated February 12, 2014 and recorded as Document Number 2014-0010533-00, Official Records of Placer County, State of California and (2) described and designated as RESULTANT PARCEL 3 in the deed from Baseline P&R, LLC to Baseline P&R, LLC dated February 12, 2014 and recorded as Document Number 2014-0033001-00, Official Records of said Placer County and (3) described and designated as RESULTANT PARCEL 4 in the deed from Baseline P&R, LLC to Baseline P&R, LLC dated February 12, 2014 and recorded as Document Number 2014-0010535-00, Official Records of said Placer County.

EASEMENT

A strip of land being the uniform width of 50 feet extending from the westerly boundary line of said RESULTANT PARCEL 2 in the deed dated February 12, 2014 to the easterly boundary line of said RESULTANT PARCEL 4 in the deed dated February 12, 2014, lying 25.00 feet on each side of the line described as follows:

Beginning at a point in the westerly boundary line of said RESULTANT PARCEL 2 in the deed dated February 12, 2014 and running thence
(1) north 89° 46' 40" east approximately 1328.66 feet; thence
(2) north 86° 39' 49" east 198.32 feet; thence
(3) north 89° 50' 36" east 738.30 feet
to a point which bears north 70° 48' 19" east 401.12 feet from a railroad spike marking the center line of Watt Avenue as shown on Record of Survey No. 2600 dated May 2004, and filed for record in Book 18 of Surveys at page 55, Placer County Records; thence
(4) south 85° 23' 35" east 132.49 feet; thence
(5) north 89° 59' 49" east 1303.39 feet; thence
(6) north 89° 06' 20" east 284.63 feet; thence
(7) north 86° 35' 58" east 180.28 feet; thence
(8) north 89° 46' 45" east 694.59 feet; thence
(9) south 85° 27' 25" east 120.42 feet; thence
(10) north 89° 47' 56" east approximately 1357.59 feet

Exhibit E

LD 2111-05-0107
2008091 (JCN 06-05-033) 09 08 6
Line 407 - Phase 1

TEMPORARY CONSTRUCTION EASEMENT

BASELINE P & R, LLC, a California limited liability company

hereinafter called Owner, hereby grants to PACIFIC GAS AND ELECTRIC COMPANY, a California corporation, hereinafter called PG&E, a temporary easement, as defined below, to be used in connection with PG&E's pipe line construction and installation project, upon, over and across that certain real property in the unincorporated area of the County of Placer, State of California, identified as Placer County Portions of Assessor's Parcel Number 017-150-082, 017-150-087, 017-150-088 and 017-150-009;

Said temporary easement is defined as follows:

- (a) the temporary right to use for working strips and laydown and staging areas, including the right to place and operate construction equipment thereon the areas outlined by the heavy dashed lines on the map attached hereto and made a part hereof and thereon designated TCE NO.1, NO. 2, NO. 3 AND NO. 4.
- (b) the temporary right to use as a pipeline preparation area the area outlined by the heavy dashed lines on the map attached hereto and made a part hereof and thereon designated TCE NO.1, NO.2, NO.3 AND NO. 4.

Consideration for this temporary easement shall be negotiated.

Upon completion of its pipe line construction and installation project, PG&E agrees to restore said temporary easement area to a condition as nearly as practicable to its condition prior to its use by PG&E.

PG&E agrees to indemnify Owner against any loss and damage which shall be caused by any wrongful or negligent act or omission of PG&E or of its agents or employees in the course of their employment, provided, however, that this indemnity shall not extend to that portion of such loss or damage that shall have been caused by Owner's comparative negligence or willful misconduct.

This easement is temporary and shall terminate either upon the date of completion of PG&E's pipe line construction and installation project or January 01, 20__ whichever occurs first.

Dated this _____ day of _____, 20____.

BASELINE P & R, LLC,
a California limited liability company

By _____

By _____

Area 6

Sacramento Land Office

Gas Transmission

USGS location: T11N, R5E MDM, SE 1/4 SEC 34, S 1/2 SEC 35

FERC License Number(s): N/A

PG&E Drawing Number(s): N/A

PLAT NO. N/A

LD of any affected documents: N/A

LD of any Cross-referenced documents: N/A

TYPE OF INTEREST: 05, 52

SBE Parcel Number: N/A

(For Quitclaims, % being quitclaimed) N/A

Order # or PM #: 30682530

JCN: 06-05-033

County: Placer

Utility Notice Numbers: N/A

851 Approval Application No. _____ N/A Decision _____

Prepared By: REY ENGINEERS, Inc

Checked By: bcs6

Revision Number: 5

Ver2, Added one TCE; deleted another, 12/07/10 BCS

Ver3, Added another TCE, 4/6/11 BCS

Ver4, Edit APN's and update document 6/5/13 BCS

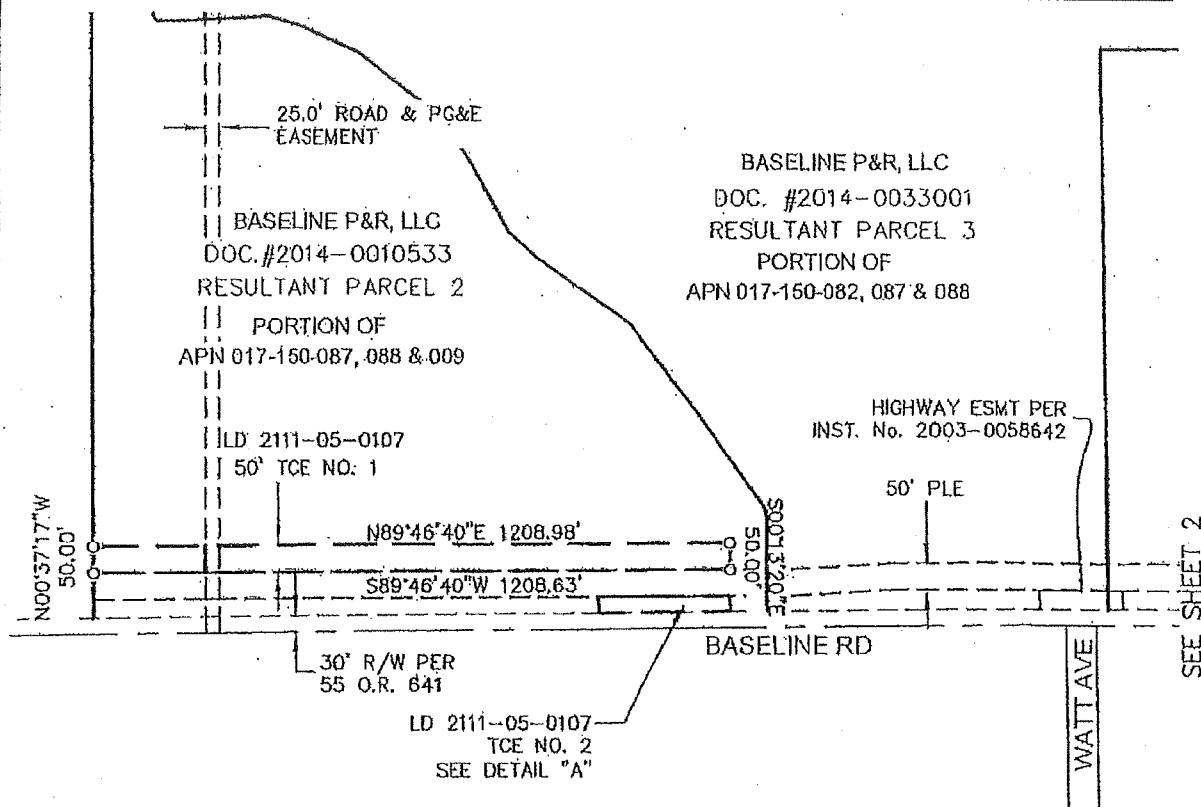
Ver5 Lot Line Adj., 8/19/14 BCS

Ver6 Edit TCE No. 1 and area, 10/10/14 BCS

UNINCORPORATED
PLACER COUNTY
T.11N, R.5E., S. 34 & 35 M.D.B.&M.

DETAIL "A" 1"=100'

TPOB		PLE	
500' 13' 19" E	29.24'	S89°46'41" W	250.00'
		TCE NO. 2	N00°13'19" W
		N89°31'30" E	250.00'



EASEMENT INFORMATION

TCE NO. 1	AREA = 1.388 ACRES +/-
TCE NO. 2	AREA = 0.165 ACRES +/-
TCE NO. 3	AREA = 2.688 ACRES +/-
TCE NO. 4	AREA = 0.200 ACRES +/-

BASIS OF BEARINGS

THE BASIS OF BEARINGS FOR THIS DESCRIPTION IS GEODETIC NORTH DERIVED FROM CALIFORNIA STATE PLANE COORDINATES, CCS83, ZONE 2. TO OBTAIN GRID BEARINGS, ROTATE THE BEARINGS SHOWN HEREON BY 0°01'61.6" COUNTERCLOCKWISE. TO OBTAIN GRID DISTANCES, MULTIPLY THE DISTANCES SHOWN HEREON BY 0.99990656. PLE - PIPELINE EASEMENT ALL UNITS ARE U.S. SURVEY FEET.



SCALE: 1"=300'

REY ENGINEERS, INC.
COLDIRON LAND SURVEYORS
4250 FORTUNE DRIVE, SUITE 200
BETHESDA, MD 20814-2210



Scale: 1"=300'
Date 8.19.14
Drawn By RM
Checked By JB

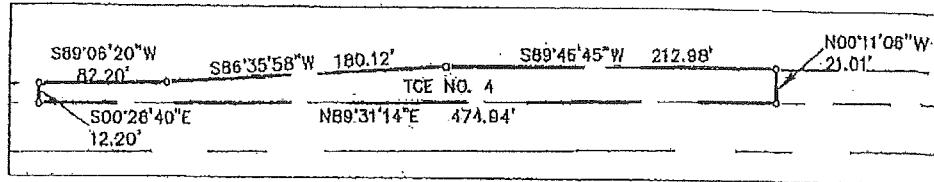
EXHIBIT "A"
TEMPORARY CONSTRUCTION EASEMENT
LINE 407 ON BASELINE P&R, LLC
PACIFIC GAS AND ELECTRIC COMPANY
SACRAMENTO CAL.



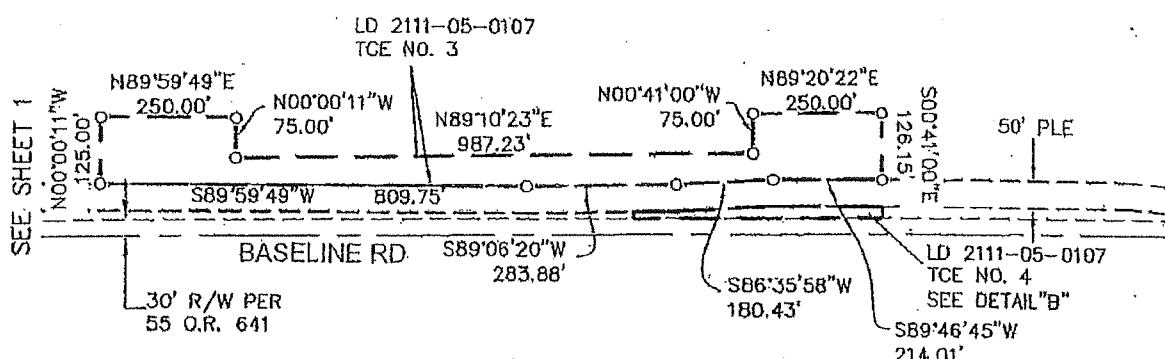
J.C.N.	06-05-033
REG.	NORTHERN
PROJECT AUTH.	30503988
SHEET NO.	1 OF 2
DRAWING NUMBER	CHANGE

UNINCORPORATED
PLACER COUNTY
T.11N., R.5E., S. 34 & 35 M.D.B.&M.

DETAIL "B" 1"=100'



BASELINE P&R, LLC
DOC. #2014-0010535
RESULTANT PARCEL 4
PORTION OF
APN 017-150-082 & 087



EASEMENT INFORMATION

TCE NO. 1	AREA = 1.388 ACRES +/-
TCE NO. 2	AREA = 0.165 ACRES +/-
TCE NO. 3	AREA = 2.688 ACRES +/-
TCE NO. 4	AREA = 0.200 ACRES +/-

BASIS OF BEARINGS

THE BASIS OF BEARINGS FOR THIS DESCRIPTION IS GEODETIC NORTH DERIVED FROM CALIFORNIA STATE PLANE COORDINATES, CGCS83, ZONE 2. TO OBTAIN GRID BEARINGS, ROTATE THE BEARINGS SHOWN HEREON BY 0°01'51.6" COUNTERCLOCKWISE. TO OBTAIN GRID DISTANCES, MULTIPLY THE DISTANCES SHOWN HEREON BY 0.99990656. ALL UNITS ARE U.S. SURVEY FEET.



SCALE: 1"=300'

PLE - PIPELINE EASEMENT
TCE - TEMPORARY CONSTRUCTION ESMT



Scale: 1"=300'
Date 8.19.14
Drawn By RM
Checked By JB

EXHIBIT "A"
TEMPORARY CONSTRUCTION EASEMENT
LINE 407 ON BASELINE P&R, LLC
PACIFIC GAS AND ELECTRIC COMPANY
SACRAMENTO CAL.



J.C.N.	06-05-033
REG.	NORTHERN
PROJECT AUTH.	30603988
SHEET NO.	2 OF 2
DRAWING NUMBER	CHANGE

Exhibit F

